

LANDSCAPE MAINTENANCE AGREEMENT

STATE OF TEXAS

COUNTY OF TRAVIS

This AGREEMENT made this _____ day of _____, 20____, by and between the State of Texas, hereinafter referred to as the "State", and the City of _____ County, Texas, acting by and through its duly authorized **officers**, hereinafter called the "City".

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter into agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter into agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the State and the City have entered into a Municipal Maintenance Agreement dated February 27, 1997, the provisions of which are incorporated herein by reference, and wherein the City has agreed to retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the department; and

WHEREAS, the State and/or the City have existing and proposed landscape improvements, such as, but not limited to, the installation of tree, shrub, and turf plantings, irrigation systems, and other aesthetic elements for areas within the right of way of state highway routes within the City as shown on Attachment "A"; and

WHEREAS, the State and/or the City will provide such landscape improvements, provided that the City agrees to be responsible for all required maintenance of the landscape improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual **convenants** and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

**ATTACHMENT A
(COLLEGE STATION)**

LOCATION

LANDSCAPE ELEMENT

BS6-R: From FM 60 to Dominik Road

Irrigation, brick pavers,
planter boxes, plant material

FM 60: From **Spence** Street to **BS6-R**

Irrigation System, brick
pavers, planter boxes,
plant material.

SH 308: FM 60 to North City Limit

Brick pavers, plant material

FM 2347: FM 2818 to FM 2154

Irrigation system, stamped
concrete, plant material.

FM 2347: FM 2154 to **Bizzell**

Plant material, stamped
concrete

FM2818: FM2154 **to FM** 60

Crape Myrtles, beds and
borders

SH 6 at FM 60 (in **front** of Scott & White)

Plant material, retaining wall,
pavers, irrigation system

Contract Period

This Agreement becomes effective upon the date of final execution by the State, and shall remain in effect until terminated or modified as hereinafter provided.

Coverage

This agreement prescribes the responsibilities of the State and the City relating to the installation and maintenance of landscape elements on non-controlled access state highways, as defined in the Municipal Maintenance Agreement, and described and graphically shown as "State Maintained and Operated" in that agreement.

Amendment

The parties agree that this agreement may be amended. Such amendments, to be effective, must be in writing and signed by both parties.

State's Responsibilities

The State **shall** install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and **hardscape** features through its employees or duly appointed agents.

City's Responsibilities

The City may install landscape elements including but not limited to trees, shrubs, grasses, sidewalks, irrigation systems, and hardsca.. features through its employees or duly appointed agents. Any installations shall be **performed** in accordance with Texas Department of Transportation specifications and standards, and must be approved by the State in writing prior to any work being performed.

The City shall maintain all landscape elements within the limits of the right-of-way including all median and island areas but excluding paved areas intended for vehicular travel. Landscape maintenance shall include but not limited to plant maintenance, plant replacement, mowing and trimming, hardscape element maintenance, and irrigation system operation and maintenance. All **landscape** elements must be maintained in a functional and aesthetically pleasing condition.

Termination

It is understood and **agreed** between the parties hereto that should either party fail to properly **fulfill** its obligations as herein outlined, the other party may terminate this agreement upon thirty days written notice. Additionally, this agreement may be terminated by mutual agreement and consent of both parties.

Should the City terminate this agreement, as prescribed here above, the City shall, at the Option of the State, reimburse any reasonable costs incurred by the State.

IN WITNESS WHEREOF, the parties have hereunto **affixed** their signatures,

The City of _____ on the _____ day of _____
20____, and the Texas Department of Transportation, on the _____ day of _____
20.____

ATTEST:

THE STATE OF TEXAS

CITY OF _____

BY _____
(Title of Signing Official)

Executed for the Executive Director and
approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out the orders,
and the established policies or work
programs heretofore approved and
authorized by the Texas Transportation
Commission.

BY _____
District Engineer

_____ **District**

**NOTE: To be executed in duplicate and supported by Ordinance/Resolution and
City Secretary Certificate.**